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BEFORE THE ARIZONA CORPORATION COMMISSION

KRISTIN K. MAYES
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Arizona Corporation Commission

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AZ CORP COMMISSION
DOCKET CONTROL

DOCKETED

PAUL NEWMAN
Commissioner

NOV 16 2010

SANDRA D. KENNEDY
Commissioner

DOCKETED BY

BOB STUMP
Commissioner

JOINT NOTICE AND APPLICATION
OF QWEST CORPORATION, QWEST
COMMUNICATIONS COMPANY,
LLC, QWEST LD CORP., EMBARQ
COMMUNICATIONS, INC. D/B/A
CENTURY LINK
COMMUNICATIONS,
EMBARQ PAYPHONE SERVICES,
INC. D/B/A CENTURYLINK, AND
CENTURYTEL SOLUTIONS, LLC
FOR APPROVAL OF THE
PROPOSED MERGER OF THEIR
PARENT CORPORATIONS QWEST
COMMUNICATIONS
INTERNATIONAL INC. AND
CENTURYTEL, INC.

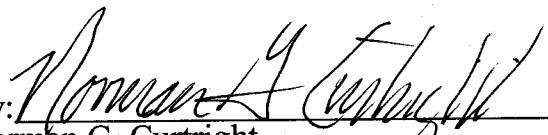
DOCKET NOS. : T-01051B-10-0194
T-03902A-10-0194
T-02811B-10-0194
T-20443A-10-0194
T-04190A-10-0194
T-03555A-10-0194

**QWEST CORPORATION NOTICE OF
FILING OF SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS BETWEEN QWEST
CORPORATION AND WESTEL, INC.**

Qwest Corporation ("Qwest") hereby notifies the Commission that a Settlement Agreement and Release of Claims has been entered into between Qwest and Westel, Inc. ("Westel"). The Settlement Agreement and Release of Claims, a copy of which is attached hereto, sets forth all of the terms and conditions relating to the resolution of the dispute between Qwest and Westel. The agreement provides that Westel shall file a motion to withdraw from this docket.

1
2 RESPECTFULLY SUBMITTED this 16th day of November, 2010.

3 **QWEST CORPORATION**

4
5 By: 
6 Norman G. Curtright
7 Associate General Counsel, Qwest
8 20 E. Thomas Rd., 16th Floor
9 Phoenix, Arizona 85012
10 Attorney for Qwest Corporation,
11 Qwest Communications Company, LLC,
12 Qwest LD Corp.

13 **ORIGINAL** and 13 copies of the foregoing
14 filed this 16th day of November, 2010 with:

15 Docket Control
16 Arizona Corporation Commission
17 1200 West Washington Street
18 Phoenix, AZ 85007

19 **COPY** of the foregoing hand-delivered
20 this same day to:

21 Belinda Martin, Administrative Law Judge
22 Hearing Division
23 ARIZONA CORPORATION
24 COMMISSION
25 1200 W. Washington Street
26 Phoenix, AZ 85007

Lyn Farmer
Chief Administrative Law Judge
ARIZONA CORPORATION
COMMISSION
1200 West Washington Street
Phoenix, AZ 85007

Janice Alward, Chief Counsel
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ARIZONA CORPORATION
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1200 West Washington Street
Phoenix, Arizona 85007

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Utilities Division
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Phoenix, AZ 85007

1 Maureen Scott, Staff Attorney
2 Legal Division
3 ARIZONA CORPORATION
4 COMMISSION
5 1200 W. Washington Street
6 Phoenix, AZ 85007

7 **COPY** of the foregoing mailed and/or emailed
8 this same day to:

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17 CENTURYLINK
18 6700 Via Austi Parkway
19 Las Vegas, NV 89119

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4 Boulder, CO 80301

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6 9665 Granite Ridge Drive, Suite 500
7 San Diego, CA 921223

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9 SNAVELY, KING, MAJOROS
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13 General Attorney
14 REGULATORY LAW OFFICE
15 (JALS-RL)
16 U.S. Army Litigation Center
17 901 North Stuart Street, Suite 700
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& Regulatory
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Senior Regulatory Counsel
PAC-WEST TELECOM, INC.
420 Chinquapin Round Road
Suite 2-I
Annapolis, MD 21401

19 By: Red Returns
20
21
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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS is entered into between Qwest Corporation ("Qwest") and Westel, Inc ("Westel"), this 15th day of November, 2010.

Whereas, Westel purchases telecommunications services from Qwest pursuant to the terms of Qwest's effective tariffs filed both with the Arizona Corporation Commission and the Federal Communications Commission, and in the course of their business dealings disputes have arisen; and

Whereas, Westel claims and Qwest disputes that Qwest disconnected Westel's tariffed services for nonpayment unlawfully, and Westel further claims and Qwest disputes the applicability of certain tariff charges for reconnection; Whereas, Qwest denies liability for the Claims defined in this Settlement Agreement and Release, and

Whereas, Qwest desires to settle the Claims to avoid the uncertainty and expense of litigation, based upon and subject to the terms of this Settlement Agreement and Release;

Whereas, Westel desires to settle the Claims to avoid the uncertainty and expense of litigation, based upon and subject to the terms of this Settlement Agreement and Release.

In consideration of the premises and covenants made herein, Qwest and Westel agree:

1. As used herein, the term "Claims" shall mean all claims and demands asserted or unasserted by Westel against Qwest for liability for losses, damages, costs and expenses, of any kind and description, direct, indirect or consequential, arising out of telecommunications services delivered to Westel by Qwest in 2009, including but not limited to (a) the disconnection of such services, the adequacy of advance notice of disconnection, the re-establishment of such services after disconnection, and all the rates and charges assessed; (b) the quality of services provided; (c) alleged statements made by Qwest's employees to Westel, its customers, or members of the public with regard to the foregoing; and alleged violation of tariff conditions or applicable regulations. "Claims" shall include all such claims and demands, whether based in tort, contract, equity, or some other theory, and regardless of whether existing under common law or statute. Without limiting the foregoing, "Claims" shall include all matters set forth a letter dated February 23, 2010, from Westel's counsel Joan S. Burke to Qwest's counsel Norman G Curtright

2. Qwest shall provide an immediate credit to Westel in the amount of \$12,500, which may be applied to current or future invoices for services provided by Qwest to Westel.

3. Westel, does hereby forever release and discharged Qwest, its successors, assigns, parent company, direct subsidiaries, and affiliates from liability with respect to the Claims.

4. Westel and Qwest acknowledge and agree that neither the acceptance of the release referenced in Section 3 above, nor the negotiation, execution and performance of this Agreement will be deemed to be, or used as, an admission of liability, wrongdoing or responsibility by or on the part of Qwest. This Agreement is limited to the settlement of the Claims identified above.

5. This Settlement Agreement and Release constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof. Each of the parties acknowledges that none of the parties or attorney of any of the parties has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Settlement Agreement and Release concerning the subject matter to induce such party to execute this Settlement Agreement and Release, and acknowledges that such party is not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement.

6. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

7. Westel shall immediately withdraw its intervention in Arizona Corporation Commission Docket T-01051B-10-0194 *et al.*

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Release as of the date first written above.

QWEST CORPORATION

WESTEL, Inc.

By: _____

By: JOHN ILGEN

Name: _____

Name: JOHN ILGEN

Title: _____

Title: VICE PRESIDENT OF
SALES & MARKETING

4. Westel and Qwest acknowledge and agree that neither the acceptance of the release referenced in Section 3 above, nor the negotiation, execution and performance of this Agreement will be deemed to be, or used as, an admission of liability, wrongdoing or responsibility by or on the part of Qwest. This Agreement is limited to the settlement of the Claims identified above.

5. This Settlement Agreement and Release constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof. Each of the parties acknowledges that none of the parties or attorney of any of the parties has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Settlement Agreement and Release concerning the subject matter to induce such party to execute this Settlement Agreement and Release, and acknowledges that such party is not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement.

6. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

7. Westel shall immediately withdraw its intervention in Arizona Corporation Commission Docket T-01051B-10-0194 *et al.*

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Release as of the date first written above.

QWEST CORPORATION

WESTEL, Inc.

By:

Norman Curtright

By: _____

Name:

Norman Curtright

Name: _____

Title:

Associate General Counsel

Title: _____